

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN RE:

LUIS MANUEL GUARDIOLA BARRETO

CASE NO: 12-04406 (BKT)

DEBTOR

CHAPTER: 13

SANTANDER FINANCIAL SERVICES D/B/A  
ISLAND FINANCE

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MOVANT

Lift of Automatic Stay for Cause under

VS.

11 USC §362 (d) (1)

LUIS MANUEL GUARDIOLA BARRETO

JOSE R. CARRION MORALES, TRUSTEE

RESPONDENTS

**STIPULATION**

TO THE HONORABLE COURT:

Comes now Debtor, LUIS MANUEL GUARDIOLA BARRETO, and secured creditor SANTANDER FINANCIAL SERVICES D/B/A ISLAND FINANCE, through their undersigned counsels and hereby stipulate:

1. On April 17, 2013 movant filed a Motion for Relief of the Automatic Stay under 11 USC §362 based on Debtor's failure to comply with the terms of the confirmed payment plan.
2. Debtor replied to the Motion for Relief from Stay.
3. As of May 9, 2013 debtor's post petition delinquency totals \$5,757.03.
4. The parties agree that debtor will cover the post petition delinquency of \$5,757.03 that has become due in full, on or before 03/31/14, by making an additional payment of \$528.88 to the regular post petition payment of \$503.70, starting with the month of May 2013. Payments will be made by debtor directly to creditor ISLAND FINANCE every month. The additional monthly payment during the agreed period shall also serve to cover late fees.
5. The parties agree that if debtor does not cover the post petition delinquency of \$5,757.03 in full on or before 03/31/14, the stay will be automatically lifted without the need of further order, notice, or hearing,
6. The parties also agree that if debtor was to incur in arrears at any other time again in the future, the stay will be automatically lifted without the need of further order, notice, or hearing.

7. The parties agree that the terms and conditions of this stipulation supersede any future amended payment plan.

8. In the event of default by debtor in any of the clauses specified herein-above, the parties consent that the stay be automatically lifted in favor of SANTANDER FINANCIAL SERVICES D/B/A ISLAND FINANCE without the need of any further order, notice, or hearing.

9. The parties herein execute this agreement pursuant to Rule 4001 of the Bankruptcy Rules and any objection thereto may be filed within 15 days of the filing of this motion. If no objection is filed within said specified period of time, the Court may enter an order without the need for a further hearing granting this agreement.

10. Counsel for debtor authorizes counsel for creditor to file this stipulation.

WHEREFORE, movant respectfully requests from this Honorable Court that this Court be informed of the above detailed stipulation.

NOTICE IS HEREBY GIVEN THAT IF NO WRITTEN REPLY OR OPPOSITION IS FILED AND SERVED WITHIN FIFTEEN (15) DAYS FROM DATE OF SERVICE HEREOF, THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT HEREIN.

SO STIPULATED,  
In San Juan, Puerto Rico, this 14th day of May 2013.

#### CERTIFICATE OF SERVICE

I hereby certify that on the same date above I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following: Chapter 13 Trustee Jose R. Carrion Morales (newecfmail@ch13-pr.com), and debtor's attorney Juan O. Calderon Lithgow (juan004@prtc.net). I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants: To Luis Manuel Guardiola Barreto, at PO Box 2578, Vega Baja PR 00694.

/s/ Juan Carlos Fortuño Fas  
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